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5-10-1937

## Neisner Brothers, Inc. and Retail Clerks International Protective Association, Local 257 (1937)

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## Neisner Brothers, Inc. and Retail Clerks International Protective Association, Local 257 (1937)

### Location

New Castle, PA

### Effective Date

5-10-1937

### Expiration Date

5-31-1938

### Employer

Neisner Brothers, Inc.

### Union

Retail Clerks International Protective Association

### Union Local

257

### NAICS

44

### Sector

Private

### Item ID

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### Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

### Comments

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THIS AGREEMENT, made this 10th day of May, 1937, by and between RETAIL CLERK'S INTERNATIONAL PROTECTIVE ASSOCIATION? by its agent, Local No. 257 of New Castle, Pennsylvania, who, for the purpose of this agreement, is designated as "party of the first", and NEISNER BROTHERS, INC., of the city of New Castle, Pennsylvania, who, for the purpose of this agreement, is designated as "party of the second part",

WHEREAS, the parties desire to stabilize employment and do away with strikes, boycotts, lock-outs and stoppage of work,

NOW, THEREFORE, the parties hereto, acting by their duly authorized agents, agree as contained herein:-

ARTICLE I. (a) The party of the second part agrees that no employee shall be discriminated against because of her activities for and on behalf of the Union.

(b) The party of the second part shall meet with the Grievance Committee or Union Representative outside of store hours for the discussion of grievances.

(c) The party of the first part is hereby recognized as the collective bargaining agent for its members employed by the party of the second part in its store in New Castle, Pennsylvania, during the period of this agreement. During the term of this agreement, the party of the second part agrees to refrain from forming or recognizing any company unions. The party of the second part reserves the right to employ or dismiss any employee or employees. In the event that any employee or employees are members of the above Union, the party of the second part consents to furnish an explanation to the party of the first part for said dismissal, if requested.

(d) The party of the first part shall be permitted to post notices for meetings on space provided for on the bulletin board.

ARTICLE II. (a) Seniority of employees shall prevail, by departments, with ability and practicability considered.

ARTICLE III. (a) Five (5) days of eight (8) hours shall constitute a weekly schedule for week days; ten (10) hours shall constitute the number of working hours for Saturday, and forty-eight (48) hours is established as the number of hours of work per week.

(b) All time over eight hours on week days, and ten hours on Saturday, shall be paid at the rate of time and one-half.

(c) The party of the second part may arrange the working hours consecutively, except that one hour shall be given for each meal. Any regular female employee required to work after 5:30 on any day except Saturday, or as is customary of the city, shall be paid at the rate of time and half for the period worked.

(d) The following holidays shall be observed:---New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas. There shall be no reduction in salary for these holidays providing each employee works the working day previous, and the working day subsequent to said holiday. When any holiday falls on Sunday, the following day Monday shall be observed, as is the custom of the city.

(e) All work on Sundays and holidays (when the store is closed) shall be paid for at the rate of double time, based on the weekly salary.

(f) Allowances shall be made for peak periods, this to be during the month of December, when the party of the second part shall be allowed eight (8) hours overtime, which is to be distributed over a period of two (2) weeks. During the week before Easter, there shall be allowed four (4) hours overtime. This overtime is to be paid for at the rate of straight time.

ARTICLE IV. (a) The party of the first part agrees to further and promote the the best interest of the party of the second part at all times.

(b) Time spent for store meetings shall be deducted from the forty-eight hour work week.

ARTICLE V. (a) All female employees who have been employed by the party of the of the second part continuously for one year or more, as of May 1, 1937, shall be entitled to one week's vacation, with pay. All female employees who have been employed by the party of the second part continuously for two years or more, as of May 1, 1937, shall be entitled to two weeks vacation, with pay.

(b) Should a female employee (or former employee within ten days of her discharge) feel that she has been unjustly treated, she or her representatives may present her grievance to the proper representative of the party of the second part, who will give it prompt consideration. Said representative agrees to take the matter up with his immediate superior, and if there is no satisfactory explanation or settlement, said employee or her representatives may appeal in turn to the next highest ranking representative of the party of the second part.

ARTICLE VI. It is agreed that any grievance or dispute which is not adjusted by the representative of the party of the second part and the representative of the party of the first part, within a reasonable period of time, shall be referred to arbitration. The Committee of Arbitration shall consist of two representatives of the party of the first part, two representatives of the party of the second part. The said representatives of both parties shall select a disinterested chairman.

ARTICLE VII. Sufficient methods having been established to settle any grievance or dispute that may arise, in an amicable manner, there shall therefore be no strike by members of the party of the first part, nor any lock-out of the employees by the party of the second part, during the period of this agreement.



ARTICLE VIII. The minimum wage for inexperienced sales girls shall be Twelve dollars and fifty cents (\$12.50) per week. After six months experience, they are to be paid Thirteen dollars and fifty cents (13.50 per week. After one year's experience, Fourteen dollars and fifty cents (\$14.50) per week. This is to be based upon a forty-eight hour work week. Only experience gained in the employ of Neisner Brothers, Inc., is to be considered.

It is hereby agreed, however, that any girl now working having the responsibility of a counter, shall be paid Thirteen dollars and fifty cents (\$13.50) per week, with the wage of Fourteen dollars and fifty cents (\$14.50) per week, after one year's experience. This is to apply to the following sales girls:-

Mary Sansosti  
Irma Weatherby  
Myrna Kelley  
Dorothy Kelley  
Jeannette Peluso

The above mentioned salaries are to be paid on the basis of a forty-eight hour work week.

Office employees are to be paid as follows:  
Anne Collins Eighteen Dollars (\$18.00) per week.  
Rose Scungio Sixteen Dollars (\$16.00) per week

ARTICLE IX. Nothing in this contract shall be misconstrued as to mean the waiving of any rights or protection granted either by the Company or the employees under any applicable Federal or State Law.

ARTICLE X. The party of the first part agrees to notify all local unions of the various crafts and industries by representatives, letter, or advertising, that the party of the second part has signed this agreement.

ARTICLE XI. This agreement is to take effect as of the 10th day of May, 1937, and is to expire on the 31st day of May, 1938 at midnight. Unless notice be given in writing, by one party to the other, not less than thirty days prior to the above-named expiration date, this agreement shall automatically continue to May 31, 1939, at midnight, and from year to year thereafter, unless the said written notice is given, as aforementioned.

RETAIL CLERKS INTERNATIONAL PROTECTIVE  
PROTECTIVE ASSOCIATION LOCAL NO. 257,  
NEW CASTLE, PENNSYLVANIA

BY L.C.COMBA\*INTERNATIONAL ORGANIZER  
BY N. D. FREEBORNE, A. F. OF L. ORGANIZER

NEISNER BROTHERS, INC., NEW CASTLE

BY L. W. WEINSTEIN- MGR. STORE #23  
NEW CASTLE, PA.

